HOUSTON COUNTY
ENHANCED REMOTE ACCESS AGREEMENT

This agreement is entered into by and between the County of Houston, through its Recorder/Registrar of Titles Office, 304 South Marshall Street, Room 111, Caledonia, Minnesota, 55921, a body Corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "**County**," and (insert full name and mailing address)

_____

_____

_____

_____

_____
(e-mail address)

hereinafter referred to as the "**Subscriber**." This agreement between "County" and "Subscriber" is exclusive to _____
(specify Branch name and Location address)

WITNESSETH:

WHEREAS, the County Recorder has created data bases and electronic data compilations relating to certain real property records maintained by the County as a political subdivision of the State of Minnesota; and

WHEREAS, the County may charge a reasonable fee for providing enhanced access to data otherwise accessible; and

WHEREAS, the Subscriber wishes to have "enhanced remote access" to the above mentioned data bases and electronic data compilations made available to the Subscriber pursuant to the terms and conditions set forth in this Agreement below.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties set forth herein, it is hereby agreed that:

I. COUNTY DATA BASE ENHANCED REMOTE ACCESS

A. License

The County grants the Subscriber a nonexclusive, nontransferable, limited license to access certain real property databases and electronic data compilations through enhanced remote access during the term of this Agreement.

B. Limitation of License

Neither the databases, electronic data compilations, nor any portion of either thereof, accessed through means of the enhanced remote access, may be used outside the scope of the Fair Use Provision of the United States Copyright Act, 17 U.S.C. § 107 and the Minnesota Data Practices Act, Minn. Stat. Ch. 13 unless authorized by the County's prior written permission.

C. Rights and Data

Except for the license granted herein, all rights, title, and interest to all processes, formats, languages and media throughout the world, which record, demonstrate, and, or facilitate, the creation and utility of the County's data bases and electronic data compilations, including all copyrights available thereto, are and shall continue to be the exclusive property of the County.

D. County Charges

Charges payable by the Subscriber for the enhanced remote access to the County's data bases and electronic data compilations described in this Agreement are set forth in **Schedule A**. The County's charges for this non-entitlement service may be modified upon thirty (30) days' notice to the Subscriber in writing or on-line.

E. Disclaimer of Warranties and Limitation of Liability

The County's goods and services provided pursuant to this Agreement are provided "as is," without warranty of any kind, express or implied, including, but not limited to, the warranties of performance, merchantability and fitness for a particular purpose. The Subscriber's exclusive remedy and the County's entire liability hereunder, if any, for any claim(s) for damages relating to the County's data bases and, or electronic data compilations, which are made against them, individually, or jointly, whether based in contract or negligence, shall be limited to the amount of the remote access charges paid by the Subscriber relative to the period of occurrence of the events which are the basis of the claim(s); provided, however, that the County shall have no liability whatsoever to the Subscriber for any claim(s) relating in any way to

(1) the Subscriber's inability or failure to perform legal, professional, or other research or related work or to perform such work properly or completely, even if assisted by the County; or

(2) any lost profits or other consequential, exemplary, incidental, indirect or special damages relating in whole or in part to the Subscriber's rights hereunder or use of, or inability to use, the County's data bases and, or electronic data compilations, even if the County has been advised of the possibility of such damages. Further, the County shall have no liability whatsoever to the Subscriber for any claim(s) relating in any way to any data base and, or electronic data compilation.

F. Confidentiality

The Subscriber agrees not to disclose any information relating to the Subscriber's access code, password, or any other information relating to the County's computer security system. Any violation of this section by the Subscriber shall constitute a material breach of this Agreement.

G. Access

The County shall maintain the right to deny, postpone, or cancel the enhanced remote access at any time and without prior notice. Such termination of access will not constitute a material breach of this Agreement if the customer's enhanced remote access is reinstated within a reasonable period of time.

II. SOFTWARE AND EQUIPMENT FOR INTERNET ACCESS

Subscriber's Equipment

The Subscriber's enhanced remote access to the County's databases and electronic data compilations shall be facilitated via the Internet. The Subscriber is responsible for providing and maintaining all hardware, software, modem, telephone access, and all other equipment required to access the County's data bases and data compilations through the enhanced remote access.

III. GENERAL PROVISIONS

A. Billing and Payment

The Subscriber shall maintain a Remote Access Fund account for payment of all charges regarding the county's "remote access" for data bases and electronic data compilations. The Subscriber's Remote Access Fund account shall be reduced by the amount of all charges. If such payment is unavailable in the Subscriber's Remote Access Fund account, the Subscriber's "remote access" to the County Recorder's database may be discontinued.

B. Taxes

Charges are exclusive of sales, use and other taxes, which are the responsibility of the Subscriber.

C. Responsibility of Subscriber

The Subscriber shall be responsible for all remote access to and use of the County's data bases and data compilations by the Subscriber's personnel or by means of the Subscriber's equipment or passwords, whether or not the Subscriber has knowledge

of or authorized such remote access and use.

D. Limitation of Claims

Except for claims relating to charges of improper use of the County's data bases and, or data compilations, no claim, regardless of form, which in any way arises out of this Agreement or the use of, or inability to use the County's data bases and, or electronic data compilations, may be made nor action based upon such claim brought, to any party hereto more than one year after the basis for the claim becomes known to the party desiring to assert it.

E. Termination

This Agreement shall continue in force until terminated by prior written notice of termination to the other party. Notwithstanding the foregoing, this Agreement may be terminated at any time by the County or Subscriber, with or without cause.

F. Integrated Agreement

This Agreement contains all of the terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

G. Representations

No representations not set forth herein have induced the making of this contract. The undersigned have read and understand the entire contract and now state, and in consideration of this Agreement agree, that no representation, promise, or agreement not expressed in this Agreement has been made to induce the undersigned to enter into it.

H. Amendments

All materials alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly executed by authorized representatives of the parties. Any alterations, modifications, or variations deemed not to be material by agreement of the parties shall not require written approval.

I. Force Majeure

The County's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

J. Governing Law and Venue

This Agreement shall be governed and construed under the laws of the state of Minnesota and any legal actions taken pursuant to the terms and conditions of this Agreement shall be venued in state district court located in Caledonia, Minnesota.

K. Assignment

Neither this Agreement nor any part or portion hereof shall be assigned, sublicensed, or otherwise transferred by the Subscriber without the County's prior written consent.

L. Savings Clause

Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

M. Nonwaiver

Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

N. Incorporation

Schedule A is incorporated verbatim as a part of this Agreement.

O. Notices

All notices hereunder shall be delivered in person or by United States mail to the following:

Houston County:	**Subscriber:**
Michelle L. Werner, Recorder 304 S. Marshall Street, Room 111 Caledonia, MN 55921	_____ _____ _____ _____ _____ (e-mail address)

IN WITNESS WHEREOF, the authorized representative(s) of the parties hereto have executed this Agreement effective this____ day of_____ , 20___ .

HOUSTON COUNTY	**SUBSCRIBER**
By: _____ Michelle L. Werner, Recorder	By: _____ (Name) Title: _____

HOUSTON COUNTY ENHANCED REMOTE ACCESS AGREEMENT

SCHEDULE A

1. The County at its sole option may interrupt the enhanced remote access to its data bases and electronic data compilations at any time, without prior notice, and for any reason.

2. The Subscriber is granted remote access to certain County databases and electronic data compilations through enhanced access enabling software. Remote access will be available at all times possible. Interruption for reasons including maintenance, backups, downed systems, etc. may occur without notice and for any reason.

3. The Subscriber hereby agrees to pay the County monthly non-refundable charges, as set forth in the County Fee Schedule: (Please circle your choice for monthly images)

a.	Initial Set-up	$75.00 (one-time fee)
b.	Level I	$75.00 per month (access from 1 – 250 pages)
c.	Level II	$150.00 per month (access from 251-500 pages)
d.	Level III	$300.00 per month (access from 501-1000 pages)

Per page fee based upon the approved County Fee Schedule in effect on the date the Subscriber accesses the data.

4. Initial setup payment may be made by check or cash.

5. The County's charges for this non-entitlement service may be modified upon thirty (30) days' notice to the Subscriber in writing or on-line.

IN WITNESS WHEREOF, the authorized representative(s) of the parties hereto have executed this Agreement effective this____ day of_____ , 20___ .

HOUSTON COUNTY	**SUBSCRIBER**
By: _____	By: _____
Michelle L. Werner, Recorder	(Name)
	Title: _____

REMOTE ACCESS REQUEST/AUTHORIZATION FORM

Company Name _____

Address _____

_____

Contact Person _____

Email address of contact person_____

Telephone Number (___)_____

Remote Access Funds may be used for:

- Enhanced remote access to land records including: Initial set-up fee and per page costs based upon the approved County Fee Schedule in effect on the date the Subscriber accesses the data.

On behalf of the above named company, I authorize the Houston County Recorder/Registrar to reduce my Remote Access Fund balance for the above service charges.

Authorized Signer: _____ Date: _____

Title: _____

Michelle L. Werner

Houston County Recorder – Registrar of Titles
Abstract of Title – Vitals
304 S. Marshall Street, Room 111
Caledonia, MN 55921

Phone (507) 725-5813
Office e-mail: Recorder@HoCoMn.gov
Website: www.hocomn.gov

Amy Molling, Deputy Emma Walter, Deputy

To Whom It May Concern:

Anyone who would like to subscribe to Houston County LandShark from this office must have an Escrow/Security Deposit or pay monthly in advance of the first of each month the amount designated by the Level that you wish to subscribe to.

You must deposit $75.00 or more, depending on the Level you choose, but your credit limit will only be as high as your Escrow/Security deposit. If you use this Escrow/Security deposit for abstractor's check certificates, abstract continuations, original abstracts, or copies, you probably want to have at least $100.00 in your Escrow/Security deposit. With an Escrow/Security deposit in place, any requested work will be mailed, faxed or e-mailed (whichever is feasible) upon completion as long as the bill is under your Escrow/Security deposit amount.

Your Escrow/Security deposit is not to be used for any recording fees and is only for charges stemming from the Houston County Recorder's Office. The only charge that will be subtracted off the deposit is the LandShark fee. The rest of the charges will be billed either at the time the work is completed or monthly and must be paid monthly. The only way the other charges will be subtracted is if you do not pay your bill. Then the amount owed will be subtracted from your Escrow/Security deposit and any remaining money over $5.00 will be returned to you and there will be no more credit extended.

If you do not have enough money in your Escrow/Security deposit to cover existing charges and your monthly LandShark also, your LandShark account will be disabled until you have made a deposit in your account.

Houston County Board of Commissioners have adopted a county policy not to issue refunds for amounts of $5.00 or less.

If you would like to proceed with this process, please sign and date this letter and return it with your check.

Date_____ Signature_____
Company Name_____ Title_____
Address_____
City, State, Zip Code_____
Telephone_____ Fax_____
E-mail address_____

If you have any questions, please contact this office.

Sincerely,
Michelle L. Werner
Houston County Recorder
E-mail: Recorder@HoCoMn.gov